

**IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF OKLAHOMA**

**(1) DAVID AL'HAMZAWI d/b/a OKLAHOMA  
BUILDING SUPPLY**

**Plaintiff,**

**vs.**

**(1) STATE FARM FIRE AND CASUALTY  
COMPANY**

**Defendant.**

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**CASE NO. 13 CV-29-JED-TLW**

**JURY DEMANDED**

**ORIGINAL ANSWER OF DEFENDANT**  
**STATE FARM FIRE AND CASUALTY COMPANY**

Defendant, State Farm Fire and Casualty Company ("State Farm"), file this Original Answer to the Petition of David Al'Hamzawi d/b/a Oklahoma Building Supply ("Plaintiff's Petition").

1. Defendant does not have sufficient information to admit or deny the allegations in ¶ 1 of Plaintiff's Petition.

2. Defendant admits the allegations in ¶ 2 of Plaintiff's Petition.

3. Defendant admits the allegations in ¶ 3 of Plaintiff's Petition.

4. With regard to the allegations ¶ 4 of Plaintiff's Petition, Defendant admits there was an insurance policy covering Plaintiff's business property. Otherwise, denied.

5. Defendant denies the allegations in ¶ 5 of Plaintiff's Petition.

6. Defendant admits the allegations in ¶ 6 of Plaintiff's Petition.

7. Defendant denies the allegations in ¶ 7 of Plaintiff's Petition.

8. Defendant admits the allegations in ¶ 8 of Plaintiff's Petition.

9. This is a statement of law and does not require a response.

10. Defendant denies the allegations in ¶ 10 of Plaintiff's Petition.
11. Defendant denies the allegations in ¶ 11 of Plaintiff's Petition.
12. This paragraph does not require a response.
13. This is a statement of law and does not require a response.
14. Defendant denies the allegations in ¶ 14 of Plaintiff's Petition.
15. Defendant denies the allegations in ¶ 15 of Plaintiff's Petition.
16. Defendant denies the allegations in ¶ 16 of Plaintiff's Petition.
17. Defendant denies the allegations in ¶ 17 of Plaintiff's Petition.
18. Defendant denies the allegations in ¶ 18 of Plaintiff's Petition.
19. Defendant denies the allegations in ¶ 19 of Plaintiff's Petition.
20. Defendant denies the allegations in ¶ 20 of Plaintiff's Petition.
21. Defendant denies the allegations in ¶ 21 of Plaintiff's Petition.

### **AFFIRMATIVE DEFENSES**

22. The policy excludes loss to personal property consisting of, or directly and immediately caused by changes in or extremes of temperature.

23. The insurance policy provides as follows:

#### **2. Concealment, Misrepresentation Or Fraud**

This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This policy;
  - b. The Covered Property;
  - c. Your interest in the Covered Property; or
  - d. A claim under this policy.
24. State Farm handled the claim properly and had a reasonable basis for the denial.
25. Plaintiff failed to mitigate his damages.

26. This claim is subject to the terms, conditions, limits and deductibles of the subject policy.

**DEMAND FOR A JURY**

27. Defendant respectfully demands a trial by jury.

Respectfully submitted,

**JONES, ANDREWS & ORTIZ, P.C.**

By /s/Daniel C. Andrews

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**COUNSEL FOR DEFENDANT,  
STATE FARM FIRE AND CASUALTY COMPANY**

**CERTIFICATE OF SERVICE**

I hereby certify that on the 15<sup>th</sup> day of January, 2013, I served the same document by U.S. Postal Service on the following, who are not registered participants of the ECF system:

Mr. Ron D. Brown  
320 S. Boston, Suite 1130  
Tulsa, OK 74103

/s/Daniel C. Andrews

Daniel C. Andrews